Supreme Court, U. S.
FILED
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MICHAEL RODAK, JR., CLERK

APPENDIX

IN THE

Supreme Court of the United States

October Term, 1975

No. 75-339

BUFFALO FORGE COMPANY,

Petitioner,

v.

UNITED STEELWORKERS OF AMERICA, AFL-CIO; I. W. ABEL AS INTERNATIONAL PRESIDENT; MITCHEL F. MAZUCA, IND. AND AS DISTRICT DIRECTOR; JOHN GRUKA, IND. AND AS INTERNATIONAL REPRESENTATIVE OF UNITED STEELWORKERS OF AMERICA, AFL-CIO;

LOCAL UNION NO. 1874 OF THE UNITED STEELWORKERS OF AMERICA, AFL-CIO; VALENTINE F. ZIZZI, IND. AND AS PRESIDENT; VALENTINE OLEJNICZAK, IND. AND AS VICE PRESIDENT OF LOCAL UNION NO. 1874 OF THE UNITED STEELWORKERS OF AMERICA, AFL-CIO;

LOCAL UNION NO. 3732 OF THE UNITED STEELWORKERS OF AMERICA, AFL-CIO; KERMIT HASELEY, IND. AND AS PRESIDENT; AND ALFRED LIGAMMARI, IND. AND AS VICE PRESIDENT OF LOCAL UNION NO. 3732 OF THE UNITED STEELWORKERS OF AMERICA, AFL-CIO;

Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

PETITION FOR CERTIORARI FILED SEPTEMBER 2, 1975
CERTIORARI GRANTED OCTOBER 20, 1975

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* The Opinion and Judgment of the United States Court of Appeals for the Second Circuit is reprinted beginning at page 1a of the Petition for Writ of Certiorari. The Decision and Order of the United States District Court for the Western District of New York is reprinted beginning at page 10a of the Petition for Writ of Certiorari.

Docket Entries in Proceedings Below.

Nov. 26, 1974, Filed Complaint and original Summons (No. 74-546).

Nov. 27, 1974, Application for TRO and preliminary Injunction.

Nov. 29, 1974, Plaintiff's affidavits filed, per order of District Court, in support of application for TRO.

Dec. 2, 1974, Defendants' affidavits filed, per order of District Court.

Dec. 3, 1974, Hearing on Plaintiff's application for preliminary injunction. Decision Reserved.

Dec. 13, 1974, Filed decision and order denying Plaintiff's application for a preliminary injunction.

Dec. 18, 1974, Filed Plaintiff's Notice of Appeal dated December 16, 1974 (No. 74-2698).

Jan. 7, 1975, Stipulation of counsel re Record on Appeal.

Apr. 15, 1975, Argument on Appeal before United States Court of Appeals for the Second Circuit.

May 1, 1975, Judgment of United States Court of Appeals for the Second Circuit.

Sept. 2, 1975, Petition for Writ of Certiorari docketed. (No. 75-339).

Oct. 20, 1975, Writ of Certiorari granted.

Complaint for Injunctive Relief—Specific Performance and for Damages.

UNITED STATES DISTRICT COURT

Western District of New York

BUFFALO FORGE COMPANY,

Plaintiff.

v.

UNITED STEELWORKERS OF AMERICA, AFL-CIO; I.W.ABEL as International President; MITCHELL F. MAZUCA, individually and as District Director, and JOHN GRUKA, individually and as International Representative, of the UNITED STEELWORKERS OF AMERICA, AFL-CIO,

LOCAL UNION NO. 1874 of the United Steelworkers of America AFL-CIO; VALENTINE F. ZIZZI, individually and as President; and VALENTINE OLEJNICZAK, individually and as Vice President, of Local Union No. 1874 of the United Steelworkers of America, AFL-CIO,

LOCAL UNION NO. 3732 of the United Steelworkers of America, AFL-CIO; KERMIT HASELEY, individually and as President; and ALFRED LIGAMMARI, individually and as Vice President, of Local Union No. 3732 of the United Steelworkers of America, AFL-CIO,

Defendants.

Civil Action
No. 74-546

COMES NOW THE PLAINTIFF, Buffalo Forge Company, and alleges as follows:

Complaint for Injunctive Relief—Specific Performance and for Damages.

1. The jurisdiction of this Court arises under Section 301 of the Labor Management Relations Act, 1947 (Act of June 23, 1947, c. 120, Title III, Section 301; 61 Stats. 156, 29 U.S.C. 685, as amended)

2. Plaintiff is a corporation duly organized under and by virtue of the laws of the State of New York, and is licensed to do business and is doing business in the State of New York. At all times material herein, Plaintiff has maintained its principal office and place of business at 490 Broadway, Buffalo, New York, and has been engaged in the business of manufacturing and distributing pumps and air handling equipment at plants and office facilities located at 490 Broadway, Buffalo, New York; Duke Road, Cheektowaga, New York; and Oliver Street, North Tonawanda, New York; where it employs approximately 1750 employees. Plaintiff is in an industry affecting commerce as defined in the Labor Management Relations Act 1947 (Act of June 23, 1947), C.120; 61 Stats. 136; 29 U.S.C. Section 141.197, as amended, hereinafter referred to as the "Act".

3. Defendant, United Steelworkers of America, AFL-CIO, hereinafter called "International Union", is an unincorporated association, commonly known as a "labor union", and by and through its officers, agents and employees, is and at all times material herein has been the collective bargaining representative for production and maintenance employees employed by Plaintiff at its Buffalo, Cheektowaga and North Tonawanda, New York, plants. Said employees are in an industry affecting commerce within the meaning of Section 301 of the Labor Management Relations Act, as amended, 29 U.S.C. Section 185.

4. Defendant, Local Union No. 1874 of the United Steelworkers of America, AFL-CIO, hereinafter called "Local 1874", is an unincorporated association, commonly known and referred to as a "labor union", chartered by, a part of and an affiliate of the Defendant, International Union, and has at all times material herein maintained an office at 490 Broadway, Buffalo, New York, and is engaged, through its officers and agents, in representing production and maintenance employees employed by Plaintiff at its Buffalo and Cheektowaga, New York plants. Said employees are in an industry affecting commerce within the meaning of Section 301 of the Labor Management Relations Act, as amended, 29 U.S.C. Section 185.

5. Defendant, Local Union No. 3732 of the United Steelworkers of America, AFL-CIO, hereinafter called "Local 3732", is an unincorporated association, commonly known and referred to as a "labor Union", chartered by, a part of and an affiliate of the Defendant, International Union, and has at all times material herein maintained an office at 874 Oliver Street, North Tonawanda, New York, and is engaged, through its officers and agents, in representing production and maintenance employees employed by Plaintiff at its North Tonawanda, New York plant. Said employees are in an industry affecting commerce within the meaning of Section 301 of the Labor Management Relations Act, as amended, 29 U.S.C. Section 185.

6. Defendant, I.W.Abel, is the International President for the International Union; Defendant, Mitchell F. Mazuca, is the District Director for the International Union; and Defendant, John Gruka, is an International Representative for the International Union. The other individual defendants are

officers of Local Union No. 1874 and/or Local Union No. 3732, and also employees of the Plaintiff and are named as representatives of a class, namely the employees of Plaintiff.

7. Plaintiff has been party to collective bargaining agreements with Defendant International Union, Local 1874 and Local 3732 for more than twenty years, the most recent of which is effective, by its terms from October 1, 1972, to September 28, 1975, and covering approximately 930 employees in Local 1874 bargaining unit, and approximately 83 employees in Local 3732 bargaining unit. Copies of said agreements are marked Exhibit "A" and "B" respectively, and made a part hereof.

8. Defendant unions, acting by and through their officers and/or agents are the sole and exclusive bargaining agent for the production and maintenance employees in the bargaining units described in paragraphs 4 and 5 above. Said officers and/or agents have held themselves out as possessing and they do possess the requisite legal authority to have the unions become and remain party to a binding contract with Plaintiff for and on behalf of said employees who are employed by Plaintiff and covered by the Agreements referred to in paragraph 7 above.

9. International Union and its affiliated Local Unions Nos. 8267 and 8269 are the exclusive bargaining agent for office clerical and technical employees of Plaintiff employed at the same plants and office facilities referred to in paragraphs 2, 3, 4 and 5. Plaintiff and International Union and the aforenamed Local Unions have been engaged, for several months, in negotiation of the first collective bargaining agreement covering said office clerical and technical employees.

10. In the absence of a collective bargaining agreement covering office clerical and technical employees, commencing on or about November 16, 1974, International Union, Local Union Nos. 8267 and 8269, and some but not all office clerical and technical employees engaged in a strike, picketing and refusal to perform their work. Said strike, picketing and work stoppage is continuing.

11. On November 18, 1974, Defendant Local Union 3732 and its members, employed by Plaintiff, engaged in a one-day strike and work stoppage and refusal to cross picket lines established by International Union and Local No. 8267 at Plaintiff's plant and office facility at Oliver Street, North Tonawanda, New York.

12. Commencing on or about November 21, 1974, and continuing to date, agents and representatives of Defendant International Union, including Defendant John Gruka and the named defendant officers and agents of Local 1874 and Local 3732 instigated, directed, condoned, participated in, aided and authorized the production and maintenance employees of Plaintiff, members of the aforesaid labor unions, to engage in a strike and work stoppage and collective refusal to cross the picket lines established by International Union and Local Unions 8267 and 8269, at Plaintiff's aforementioned Buffalo, Cheektowaga, and North Tonawanda, New York, facilities, notwithstanding and in derogation of terms of the current collective bargaining agreements binding on International Union, Local 1874 and Local 3732, and their members employed by Plaintiff.

13. On or about November 18, 1974, Defendant labor unions, through their officers and agents, verbally notified Plaintiff of their objection to Plaintiff's instruction and direc-

tion to its truck drivers who are members of Local 1874 and Local 3732, to perform certain duties which required driving vehicles across the picket lines established at the Plaintiff's plants by International Union and Local 8267 and Local 8269.

14. On information and belief, the strike, work stoppage and refusal to cross picket lines described above in paragraph 12 was directed and instituted by the Defendant labor unions and is continuing over the complaint or grievance described above in paragraph 13.

15. The collective bargaining agreements between Plaintiff and Defendant International Union, Local 1874 and Local 3732 contain a mandatory grievance and arbitration procedure, which is set forth in Section V, and at page 12, provides for final and binding arbitration of any dispute or grievance that may arise.

16. The dispute described above in paragraph 13 is subject to the grievance and arbitration procedure referred to and set forth above.

17. The collective bargaining agreements between Plaintiff and Defendants International Union, Local 1874 and Local 3732 (Exhibits "A" and "B") at page 6, (paragraph 14 (b)) specifically prohibits both the Defendant unions and employees from authorizing or engaging in any strikes or work stoppages during the term of the agreements, as follows:

> b. There shall be no strikes, work stoppages or interruption or impeding of work. No Officers or representatives of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activity. The Union recognizes its possible liabilities for violation of this provision and

will use its influence to see that work stoppages are prevented. Unsuccessful efforts by Union Officers or Union representatives to prevent and terminate conduct prohibited by this paragraph, will not be construed as "aid" or "condonation" of such conduct and shall not result in any disciplinary actions against the Officers, committeemen or stewards involved.

18. The above-mentioned strike and work stoppage, which began November 21, 1974 and continues to date, has seriously disrupted and interfered with the manufacturing operations of Plaintiff at its Buffalo, Cheektowaga, and North Tonawanda plants. Said work stoppage is over a grievance which both parties are contractually bound to arbitrate under the terms of the collective bargaining agreement and is in violation of the no-strike provisions of said agreements.

19. Plaintiff has, in good faith, performed all requirements and conditions of said collective bargaining agreement and in particular has been and is ready and willing to expeditiously process any grievance or proceed to arbitration concerning the grievance or dispute.

20. Plaintiff has requested, in writing, that the Defendant unions and the members who are Plaintiff's employees, cease and desist from said strike and unlawful work stoppage and that said unions order their members to work. (Exhibits "C" and "D").

21. As a direct result of the foregoing illegal acts and conduct of Defendants in violation of the terms of the collective bargaining agreements, Plaintiff has suffered and will continue to suffer permanent and irreparable damage and injury in meeting its overhead expenses, in loss of revenues and loss

of profits, by the loss of customers and good will, in meeting deliveries and in the potential permanent loss of customers to competitors.

22. The business of Plaintiff is competitive with that of companies producing similar products. Valuable good will and customer relationships have been developed by Plaintiff over a period of years as a result of its prompt, efficient and satisfactory service to its customers.

23. Plaintiff has no adequate remedy in a civil action at law since the delays incident to obtaining relief by way of a civil action at law for damages would result in serious and irreparable damage to Plaintiff's business before such legal relief could be obtained, and to endeavor to sue Defendants in a civil action or actions at law would not prevent a continuance of the illegal acts and conduct nor could all of the injury suffered by Plaintiff be recovered in the form of money damages.

24. If said illegal acts and conduct of Defendants are permitted to continue, Plaintiff will, as a result thereof, suffer more from the denial of an injunction than the Defendants will from its issuance, and as to each item of relief prayed for, greater injury will be inflicted upon Plaintiff by denial of relief than will be inflicted on Defendants by the granting of relief.

25. Plaintiff will suffer further irreparable injury and damage in meeting its overhead expenses, in loss of revenues, and the loss of profits, by the loss of customers and good will, in meeting deliveries and in the potential permanent loss of customers to competitors as a result of the illegal acts and conduct of the Defendants unless a temporary restraining or-

der is issued by this Court restraining and enjoining Defendants from continuing said illegal acts and conduct pending a hearing on Plaintiff's application for a preliminary injunction.

26. On November 26, 1974, Plaintiff notified Defendants' counsel that a complaint would be filed in this Court seeking a temporary restraining order.

WHEREFORE, Plaintiff respectfully prays for judgment against the Defendants, and each of them, jointly and severally, as follows:

(a) That temporarily and until the final termination of this suit, the Defendants, their officers, agents, servants, representatives, members and employees, and all those in active concert or participation with them who receive actual notice of the order and each of them, be enjoined and restrained from in any manner authorizing, instigating, encouraging, causing, assisting or participating in any strike, work stoppage or other interference or interruption with Plaintiff's operations at its Buffalo, Cheektowaga and North Tonawanda plants in order to force, induce, solicit, encourage or require Plaintiff to resolve a dispute which is covered by the grievance and arbitration provisions of the collective bargaining agreements.

(b) That the Plaintiff and the Defendants submit, as soon as practicable, to the grievance procedure and arbitration in accordance with the applicable provisions of the collective bargaining agreements between them the dispute between them relating to work performance of truck drivers or any other underlying dispute.

(c) That it be further ordered that the Defendants, their officers, agents and representatives, immediately direct all

employees represented by the Defendant unions and employed by Plaintiff to return to work.

(d) That upon the hearing of this action, Plaintiff's application prayed for above be made permanent.

(e) That Plaintiff be allowed compensatory damages as against all of the aforenamed Defendants.

(f) That Plaintiff be allowed attorney fees and the costs of suit.

(g) That Plaintiff be granted such other relief as the Court may deem appropriate under the circumstances.

Dated: November 26, 1974

JEREMY V. COHEN,
Jeremy V. Cohen, Esq.,
of counsel,
FLAHERTY, COHEN, GRANDE
& RANDAZZO, P.C.,
Attorneys for Plaintiff,
Office and Post Office Address,
1016 Liberty Bank Building,
Buffalo, New York 14202,
(716) 853-7262.

State of New York,
County of Erie. } ss.:

JEREMY V. COHEN, being duly sworn, deposes and says that he is the Attorney for Buffalo Forge Company, plaintiff

in this action; that he prepared the foregoing complaint for injunctive relief on behalf of plaintiff; and that the matters and facts contained in it are true and correct to the best of his information, knowledge and belief.

JEREMY V. COHEN.

Subscribed and sworn to
before me this 26th day
of November, 1974.
MARY JANE MATYJAKOWSKI,
Notary Public, State of New York,
Qualified in Erie County,
My Commission Expires March 30, 1975.

State of New York,
County of Erie. } ss.:

DAVID R. NEWCOMB, being duly sworn, deposes and says that he is the President of BUFFALO FORGE COMPANY, the corporation named in the within entitled action; that he has read the foregoing Complaint and knows the contents thereof; and that the same is true to his own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.

Deponent further says that the reason this verification is made by deponent and not by Buffalo Forge Company is because Buffalo Forge Company is a corporation and the

grounds of his belief as to all matters in said complaint not stated upon his own knowledge are investigations which deponent has caused to be made concerning the subject matter and information acquired by deponent in the course of his duties as an officer of said corporation and from the books and papers of said corporation.

DAVID R. NEWCOMB.

Subscribed and sworn to
before me this 3d day
of December, 1974.
JEREMY V. COHEN,
Notary Public,
State of New York,
Qualified in Erie County,
My Commission Expires
March 30, 1975.

The Comparable Provisions of the Agreement with Local Union No. 3732 are Omitted Because They are Virtually the Same as Those Below.

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AGREEMENT

Made this 9th day of January, 1973 between BUFFALO FORGE COMPANY, and/or its successors or assigns, BUFFALO, NEW YORK (hereinafter referred to as the "Company") and UNITED STEELWORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union") on behalf of itself

and members of Local Union No. 1874, United Steelworkers of America, Buffalo Forge Company employees.

SECTION I

INTENT OF THE AGREEMENT

1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships betweem the employer and the employee, and to set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties hereto consistent with the principle of a fair day's work for a fair day's pay. The Union re-emphasizes its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

2. The company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends primarily on more than words in a Labor Agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the local plant where day-to-day operations and administration of the labor Agreement

demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that

Company and Union officials, whose duties involve negotiations of this Labor Agreement are not anti-Union or anit-Company but are sincerely concerned with the best interests and well being of the business and all employees.

3. It is understood and agreed that this Agreement pertains to all production, maintenance employees and truck drivers of the 490 Broadway and 360 Sycamore Street, Buffalo, New York, and 505 Duke Road, Cheektowaga, New York plants of Buffalo Forge Company except office, clerical, supervisory employees who ring the office clocks, stockchasers who ring the office clocks, timekeepers, guards, plant clerks, outside service employees and all other salaried employees; and to said plants upon their relocation within the City of Buffalo or the adjacent towns.

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SECTION III

RESPONSIBILITIES OF THE PARTIES

11. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

12. The Union (its Officers and representatives at all levels) and all employees are bound to observe the provisions of this Agreement.

13. The Company (and its Officers and representatives at all levels) is bound to observe the provisions of this Agreement.

14. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

a. The Union and its members will not solicit membership on Company time.

b. There shall be no strikes, work stoppages or interruption or impeding of work. No Officers or representatives of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activity. The Union recognizes its possible liabilities for violation of this provision and will use its influence to see that work stoppages are prevented. Unsuccessful efforts by Union officers or Union representatives to prevent and terminate conduct prohibited by this paragraph, will not be construed as "aid" or "condonation" of such conduct and shall not result in any disciplinary actions against the Officers, committeemen or stewards involved.

c. There shall be no discrimination, restraint or coercion against any employee based on consideration of race, creed, color, sex, age, national origin or membership in the Union.

d. There shall be no lockout.

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SECTION IV

HOURS OF WORK

15. Except for powerhouse employees, the regular work week shall be five (5) eight (8) hour days from Monday through Friday inclusive. The regular work week shall com-

mence on Monday and end on Sunday. The normal shifts will be as follows:

1st shift .....8:00 a.m. to 4:30 p.m.
2nd shift .....4:30 p.m. to 1:00 a.m.

Changes in the above stated normal shift hours may be made only by mutual written agreement of the Company and the Union.

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22. (a) Any employee who works on a regular work day at his regular work is deemed to be instructed to report for work on the next succeeding scheduled work day unless the Company notifies the employee not to report for work, with notice also to the Union.

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SECTION V

ADJUSTMENT OF GRIEVANCES

26. Should differences arise between the Company and any employee covered by this Agreement as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise in the plant, there shall be no suspension of work on account of such differences, but an earnest effort shall be made

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to settle such differences immediately in the following manner:

27. First. Between the aggrieved employee and the foreman of the department involved; but, the employee's right to Union representation will not be denied. Neither the employee nor the management representative nor the Union representative will make agreements which conflict with the other terms and provisions of this Agreement. The Foreman shall answer the grievance within two (2) working days after presentation, stating the reasons for granting or denying the grievance.

28. Second. In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved employee may, within two (2) work days after receipt of the foreman's answer refer the grievance to the Superintendent of the department involved. The employee shall be accompanied by his Union representative. The Superintendent shall answer the grievance within three (3) working days after referral to this Step 2, stating the reasons for granting or denying the grievance.

29. Third. In the event the grievance is not satisfactorily adjusted at Step 2, the aggrieved employee, members of the Grievance Committee designated by the Union, within five (5) working days after receipt of the Superintendent's answer, may refer the grievance to the Personnel Manager. Grievances advanced to this Step shall be presented in writing upon forms USA 122, provided by the Union, and approved by the Company. A suitable numbering system for grievances shall be adopted by mutual agreement. Such written grievances shall be accepted and dated by the Personnel Manager at the time of presentation. The grievance will be prepared by the Chairman of the Grievance Committee and signed by him and those involved. The Personnel Manager or his designated representative shall answer the grievance within five (5) working days after termination of discussion at this Step. Grievances involving lost

time or money may be directly presented at the Third Step and reduced to writing immediately. Discussion of the grievance at this step shall be scheduled to be held within five (5) working days after referral to this step.

30. Fourth. In the event the grievance is not satisfactorily adjusted at Step 3, the Grievance Committee or their representative may, within five (5) working days after receipt of the third step answer refer the grievance to the executives of the Comapny or their representatives. When a grievance from a department which has no representative on the Grievance Committee is being considered, the Committee, at its discretion, may call in one of the representatives of such department. The Company shall answer the grievance within five (5) working days after the termination of discussions at this Step. Discussion of the grievance at this Step shall be scheduled to be held within five (5) working days after referral to this Step.

31. Fifth. In the event that the grievance is not satisfactorily adjusted at Step 4, the Grievance Committee, within five (5) working days after receipt of the fourth step answer, may refer the grievance to the Representative of the Company and Representatives of the International Union. The grievance shall be answered in writing within five (5) working days after the termination of discussions at this Step.

32. Sixth. In the event the grievance involves a question as to the meaning and application of the provisions of this Agreement, and has not been previously satisfactorily adjusted, it may be submitted to arbitration upon written notice of the Union or the Company. Such notice shall be served upon the other party within five (5) working days after receipt of

the answer in the Fifth (5th) Step. The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for an arbitrator, who shall be jointly selected by the parties. The arbitrator shall not have the power to add

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35. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedure of this Agreement. Postponement of grievance schedule to be only by written agreement. "Policy grievances" may be submitted by either the Union or the Company directly at the Fourth Step.

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SECTION VI

MANAGEMENT

43. Subject to the provisions of this Agreement, the management of the plant and the direction of working forces including the right to hire, suspend or discharge for proper cause, transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company.

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SECTION XXIII

REOPENING AND TERMINATION

112. This Agreement shall continue in full force and effect until midnight, September 28, 1975, and from year to year thereafter unless sixty (60) days prior to an expiration date, either party notifies the other in writing by registered mail of its desire to terminate the Agreement in which event the Agreement shall terminate on the expiration date of the year in which the notice is given.

113. Sixty (60) days prior to an expiration date, either party may notify the other, in writing, by registered mail, of its desire to amend or change the Agreement. If the parties are unable to agree upon the proposed amendment or changes on or before the expiration date of the contract, then this Agreement and/or this Agreement as modified, shall remain in full effect until a further written notice is served by either party on the other terminating this Agreement.

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Dated at Buffalo, New York, this 9th day of January, 1973.

BUFFALO FORGE COMPANY
Milton A. Bender

UNITED STEELWORKERS OF AMERICA—AFL-CIO
I. W. Abel
Walter J. Burke
Joseph P. Molony
Mitchel F. Mazuca
Robert A. Klinshaw

Telegraphic Notice of Dispute Attached to Complaint.

COMMITTEE: LOCAL No. 1874
Stanley Grey
Valentine F. Zizzi
Aloysius B. Mazur
Michael J. Donofrio
Leon G. Urbaniak
Val Olejniczak
Robert W. Laskowski
Dominic S. Palmeri
Eugene L. Gawron

* * *

The Other Telegrams to Union Officials (Exhibits C and D attached to the Complaint) are Omitted Because They are Virtually the Same as the One Below.

W U MAILGRAM
Western Union
United States Postal Service
U.S. Mail

MGMBUFC BUF
2-037538E324002 11/20/74
ICS IPMMTZZ CSP
1 7168473503 MGM TDMT BUFFALO NY 11-20 0610P EST
ZIP 14204
(Illegible)

BUFFALO FORGE CO BENDER
490 BROADWAY
BUFFALO NY 14204

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

Telegraphic Notice of Dispute Attached to Complaint.

7168473503 NL TDMT BUFFALO NY 101 11-20 0610P EST
PMS MITCHELL MAZUCA, DISTRICT DIRECTOR, DLR
UNITED STEEL WORKERS OF AMERICA 688 MAIN ST
BUFFALO NY 14202

THERE ARE CONFIRMED REPORTS THAT LOCAL NUMBER 1874 THROUGH IT'S STEWARDS AND OTHER REPRESENTATIVES IS PREPARING TO ENGAGE IN A WORK STOPPAGE WHICH WOULD BE IN VIOLATION OF PARAGRAPH 14B OF THE AGREEMENT BETWEEN THE STEEL WORKERS AND THE BUFFALO FORGE COMPANY
PLEASE HAVE THE LOCAL OFFICERS RETRACT THIS PLAN IMMEDIATELY AND ADVISE ALL EMPLOYEES OFTHER OBLIGATIONS UNDER PARAGRAPH 14B THROUGH WRITTEN AND ORAL COMMUNICATIONS
THE COMPANY IS READY WILLING AND ABLE TO PROCEED TO ARBITRATION UNDER THE COLLECTIVE BARGAINING AGREEMENT IN CONNECTION WITH ANY DISPUTE WHICH HAS CAUSED THIS REPORTED ACTION
YOUR COOPERATION IN THIS MATTER WILL BE APPRECIATED
D N STEWART VICE PRESIDENTS MANUFACTURING
BUFFALO FORGE CO

1812 EST

MGMBUFC BUF

Stipulation

UNITED STATES COURT OF APPEALS

Second Circuit

BUFFALO FORGE COMPANY,

Plaintiff-Appellant,

v.

UNITED STEELWORKERS OF AMERICA, AFL-CIO, *et al.*,

Defendants-Appellees.

Docket No. 74,2698.

IT IS HEREBY STIPULATED by and between counsel for the respective parties in the above-entitled action that the transcript taken in this matter need not be ordered or included in the Record on Appeal or the Appendix, because the facts are accurately stated in the Decision of District Judge Curtin and are not contested on this appeal. The Appendix shall consist of the Decision and Order of District Judge John T. Curtin dated December 13, 1974, and the following stipulations in order to facilitate processing of the appeal in this matter:

1. The District Court has jurisdiction of the parties and the subject matter of this litigation pursuant to § 301 Labor Management Relations Act (29 U.S.C. 185).

2. Collective bargaining agreements marked Exhibits "A" and "B" (attached to the Complaint) are valid and apply to the dispute herein.

3. The International Union authorized and directed officers of Local Unions No. 1874 and No. 3732 (the "production and maintenance" locals) and their members employed by the Company under the coverage of Exhibits "A" and "B" above, not to cross the picket lines established at the Company's facilities by the striking "office clerical-technical" local unions and the International Union.

4. The strike and picket line established, as aforesaid, by the International Union and the "office clerical-technical" locals are bona fide, primary and legal.

5. The "office clerical-technical" strike and picketing commenced November 16, 1974, and is continuing. The production and maintenance employee work stoppage resulting from the aforesaid acts of the International Union lasted from November 21, 1974 through December 15, 1974; but may be resumed at any time in the near future at the direction of the International Union, or otherwise.

Dated: January 7, 1975.

JEREMY V. COHEN, ESQ.,
Flaherty, Cohen, Grande & Randazzo, P.C.,
Attorneys for Appellant.

THOMAS P. McMAHON, ESQ.,
McMahon & Crotty,
Attorneys for Appellees.